

Terms of Use for “Zambia Pay”

These terms of use for Zambia Pay (“Terms of Use”) set forth the necessary terms and conditions to use Zambia Pay provided by Tradecarview Zambia Limited (“CVZ”) with respect to CVZ and a customer who is to use Zambia Pay.

Article 1 Application and eligibility for Zambia Pay

1. This agreement (“Agreement”) between CVZ and a customer for use of Zambia Pay is formed, under terms and conditions set forth in the Terms of Use, when the customer (“Customer”) of tradecarview (www.tradecarview.com) has accepted the provisions of these Terms of Use, affixed signature to the application form, submitted the form to CVZ, and CVZ determined that the Customer is eligible to use Zambia Pay.
2. To determine that the Customer is eligible to use Zambia Pay, Customer shall meet at least all the following requirements.
 - (1) Customer entered vehicle sales agreement (“VSA”) with seller through tradecarview, (www.tradecarview.com) which is managed and operated by Tradecarview Corporation (“Tradecarview”) and Terms of Agreement for tradecarview for Buyer (“TATB”) with Tradecarview.
 - (2) Customer is going to make a payment for a vehicle according to the original invoice (“Original Invoice”) issued through tradecarview after concluding VSA.
 - (3) Customer submits an application form of Zambia Pay which is fully completed and signed under an instruction of CVZ.
 - (4) Customer makes a payment for a Service Fee (defined in Article 3) of Zambia Pay and Purchase Price (defined in Article 2.1) to CVZ and such payment is acceptable for CVZ.

Article 2 Service Scope of Zambia Pay

1. Zambia Pay is a service provided by CVZ to offer payment options to the Customer in which CVZ accepts a payment of purchase price for the object vehicle required in Original Invoice (“Purchase Price”) into CVZ’s bank account in Zambia (“Local Bank Account”) and CVZ, on behalf of Customer, transfer Purchase Price to the Designated Bank Account of Tradecarview in Japan (“Designated Bank Account”) defined in TATB.
2. The service scope of Zambia Pay includes:
 - (1) Payment service to a seller of VSA in Japan via Local Bank Account without international remittance fee.
 - (2) Payment service in a currency of Zambia Kwacha (ZMW) or US dollars (USD) at his / her choice.
 - (3) Confirmation of duly acceptance of the Customer’s payment by Tradecarview required by TATB.
3. Customer shall acknowledge and agree that Zambia Pay will not affect Customer’s duty to complete transfer of Purchase Price into Designated Bank Account and that CVZ will not guarantee that payment of Purchase Price is accepted by Tradecarview by the due date as instructed in Original Invoice.
4. If Tradecarview receives the transfer of Purchase Price from CVZ on behalf of Customer using Zambia Pay in a Designated Bank Account, Tradecarview will convert the received

Purchase Price into Japanese Yen in accordance with TATB.

5. Customer shall confer authority to CVZ for receiving refund of Purchase Price under TATB from Tradecarview on behalf of Customer. Customer shall not revoke or change the authority conferred under this provision without consent of CVZ.

Article 3 Service Fee for Zambia Pay

1. Service fees for Zambia Pay (“Service Fee”) are as below:
 - (1) Payment in Zambia Kwacha : ZMW500 per vehicle
 - (2) Payment in US dollars : USD 50 per vehicle
2. Service Fee in Article 3.1 includes currency exchange fees of Zambia Kwacha or US dollars into Japanese Yen, international remittance charge to Designated Bank Account and VAT on the Service Fee.

Article 4 Payment of the Purchase Price and Service Fee

1. To apply for Zambia Pay, Customer shall pay an amount specified in the CVZ’s invoice which consists of the Purchase Price and the Service Fee. Customer shall bear the local remittance charges necessary for the payment to Local Bank Account.
2. Unless otherwise agreed in this Terms of Use, the Service Fee will not be refunded by CVZ for any reason after this Agreement is formed except for the cancellation by Seller.

Article 5 Cancellation Policy

1. Customer agrees that both cancellation policies under this Agreement and the TATB will be applicable.
2. Customer agrees that once Purchase Price was accepted by Tradecarview, refund of Purchase Price will be performed according to TATB. If Purchase Price is refunded under TATB, actual refunded amount (“Refunded Amount”) will be also determined under TATB.
3. If Customer cancels the VSA, Customer shall bear cancellation fee as indicated in TATB. In this case, Customer does not bear cancellation fee for Zambia Pay.
4. If a seller cancels the VSA, Customer will not bear cancellation fees as indicated in TATB. In this case, Zambia Pay Service Fee received by CVZ which is the amount of US\$ indicated in the Invoice will be refunded. However, if the Invoice was issued in local currency, Customer should bear any currency exchange expenses or loss due to devaluation of currency into local currency resulted from this cancellation.
5. If CVZ received Refunded Amount on behalf of Customer, CVZ will pay such received Refunded Amount to Customer. In such case, any currency exchange expenses or loss due to devaluation of currency resulted from this cancelled transaction will be passed on to Customer under TATB.

Article 6 Immunity rules for Zambia Pay

1. Customer accepts that, due to the nature of the Zambia Pay, damages might be incurred from the following circumstances, and Customer shall exempt CVZ from any and all liability for such damages.
 - (1) Problems or misconducts in the process of the bank transfer caused by any bank related to the remittance of the Purchase Price.
 - (2) Delay of a remittance of the Purchase Price to Designated Bank Account beyond the due date as instructed in Original Invoice for any reason or non-delivery of object vehicle by the seller for the reason of such delay.
2. In the case of breach of this Agreement by Customer, CVZ is in no way liable for damage incurred by Customer due to Tradecarview approving or not approving the payment of Purchase Price.
3. Customer shall bear the currency exchange risk, and CVZ in no way shall bear such exchange risk. Further, Customer may not instruct CVZ regarding certain currency, the method or timing of converting into Japanese yen.
4. Since Zambia Pay is a service provided by CVZ, Customer shall exempt Tradecarview from any and all liability occurred related to Zambia Pay.
5. CVZ is in no way liable for detriment or damage incurred by Customer due to Customer using the Zambia Pay or by Customer being unable to use Zambia Pay, unless such detriment or damage is caused by the willful misconduct or gross negligence of CVZ.
6. If Customer causes CVZ any damage through the use of Zambia Pay, Customer shall compensate CVZ for such damage.

Article 7 Immunity rules of Vehicle Transaction

1. Customer shall agree that VSA is executed exclusively between seller and Customer as the parties and that such agreement shall be performed at the risk of the parties. Customer shall agree that, unless otherwise agreed, CVZ will not act as an agent or an intermediary of either seller or Customer. Unless otherwise agreed in this Agreement, CVZ is in no way liable to Customer for the conduct of seller.
2. Any problems relating to the VSA, such as non-delivery of the object vehicle, non-delivery of the original documents necessary for Customer to lawfully receive and use the object vehicle, delivery of the wrong vehicle, defects, defacement, disfigurement, damage, mistake, fraud, impersonation, attachment by the seller's creditors, bankruptcy of seller, cancellation, or an accident occurring during vehicle delivery, shall be resolved between Customer and seller at the responsibility and cost of Customer, and CVZ shall be in no way liable. If the documents to be confirmed by Tradecarview or documents for Customer to lawfully receive and use the object vehicle are forged or altered and Tradecarview unknowingly accepted such documents, paid Purchase Price to seller and completed other procedures, CVZ as well as Tradecarview is in no way liable to Customer for such conduct.
3. Customer shall carry out all negotiations with seller relating to the VSA between Customer and seller. Customer agrees that CVZ will not be required to explain such matters as Purchase Price. However, CVZ shall not be precluded from making enquiries to Customer regarding such matters as the status of the performance of the VSA, and Customer shall reply to any such enquiries from CVZ.

- 4 If a dispute arises between Customer and seller or between Customer and a third party, or Customer causes damage to seller or a third party, Customer shall resolve the dispute at its own cost and responsibility, or shall compensate seller or such third party for any damage. If such a dispute arises, and CVZ receives a claim for damages from seller or such third party, Customer shall compensate CVZ for all expenses incurred by CVZ (including CVZ's attorney's fees, and money paid by CVZ due to a judgment or settlement).

Article 8 Other Immunity Rules

Customer shall, without prejudice to any exemption of other provisions set forth in this Agreement, agree that, due to the nature of the Zambia Pay including tradecarview, Customer might incur damage arising from the following circumstances, and Customer shall exempt CVZ from any and all liability for such damage.

- (1) A temporary suspension of the tradecarview service due to maintenance or similar work, or damage to the communication environment through which such service is provided.
- (2) Problems with the system of tradecarview service or loss of opportunities arising from such problems.
- (3) The loss of data due to a disk crash or other incidents in the server operating tradecarview service.
- (4) Damage and liability in occurrence due to complaints, inquiries or disputes regarding transaction between Customer and seller arising from any service which is not related to CVZ's activities.
- (5) Liability arising from failure to perform obligations under this Agreement where a natural disaster or force majeure has obstructed that performance.

Article 9 Customers' Covenants

Customer shall comply with laws and regulations of Zambia related to the transaction.

Article 10 Amendments to the Terms of Use

CVZ may amend the Terms of Use without prior notice. If the Terms of Use are amended, they are applicable only to Customer who applies for Zambia Pay on and after the effective date of the Terms of Use.

Article 11 Handling of Customer Information

CVZ will collect Personal Information of Customer for the following utilization purpose. Unless otherwise permitted under applicable laws and regulations, CVZ may change collection and utilization purpose upon prior announcement on condition that such new purpose is also within the scope relating to the original purpose.

- (1) to provide CVZ's services
- (2) to perform proper and smooth transaction with Customer including, but not limited to, identity confirmation, issuance of invoices, delivery of commodities
- (3) to conduct customer support corresponding to Customer's inquiry
- (4) to announce the matters relating to CVZ's services
- (5) to provide CVZ's services safely. These activities include detection of breach of Terms of Use and notify to such breaching Customers, investigation, detection and protection from misconducts to CVZ's service such as fraud by utilizing CVZ's services or unauthorized access.

- (6) to investigate and analyze utilization of CVZ's services
- (7) to improve CVZ's service and consider new service

Article 12 Confidentiality

1. Each of CVZ and Customer shall take the utmost care to maintain the confidentiality of any of the other party's technical, sales or other business information obtained or disclosed under or in connection with this Agreement ("Confidential Information"), and each party shall not disclose, divulge or sell any Confidential Information to a third party nor reproduce, modify, or exploit any Confidential Information for any other purpose not stated in this Agreement without the prior written approval of the other party, provided that this does not apply to public knowledge or information the party learned of independently.
2. The provisions of this Article will continue for one year after the termination of this Agreement.

Article 13 Damages

1. If CVZ or Customer causes damage to the other party in relation to the performance of the obligations provided in this Terms of Use, the party shall compensate the other party for the damage, unless otherwise agreed in this Agreement.
2. Even if CVZ is liable for the damage to Customer, CVZ will not compensate, under any circumstances, more than the amount of Service Fee which Customer has paid.

Article 14 No Assignment

CVZ and Customer may not transfer rights and obligations under this Agreement to a third party without the prior written consent of the other party and shall not create a security in those rights or obligations.

Article 15 Severability

If the any of the provisions of the Terms of Use are deemed invalid or unenforceable, the other provisions of the Terms of Use will be unaffected and remain valid and enforceable to the furthest possible extent under applicable laws. The invalidated provision will be deemed to have been replaced by the valid and enforceable provision closest in meaning to the provision agreed to by both parties.

Article 16 Jurisdiction and Governing Law

This Agreement shall be governed by, subject to, and construed in accordance with laws of Japan without regard to conflict of laws principles. The parties to this Agreement shall submit to the exclusive jurisdiction of Tokyo District Court or Tokyo Summary Court and waive any other venue which they might be entitled by virtue of domicile, habitual, residence or otherwise.

Article 17 Exclusion of Antisocial Forces

CVZ does not transact with antisocial forces. If Customer is found to be an antisocial force after the commencement of the transaction, or if CVZ receives an improper demand from Customer, CVZ may terminate this Agreement and any other agreements between CVZ and Customer, and will exclude Customer from any and all future transactions with CVZ and sever all other

ties with Customer.

Article 18 Independent Agreement

This Agreement is not a continuous agreement, but is entered into individually and independently for each single VSA corresponding to each single vehicle executed between Customer and a seller of the vehicle.